

AARON D. FORD
Attorney General
LORIN M. TAYLOR (Bar No. 14958)
Deputy Attorney General
State of Nevada
Office of the Attorney General
555 E. Washington Ave., Ste. 3900
Las Vegas, Nevada 89101
(702) 486-2389 (phone)
(702) 486-3773 (fax)
Email: lmtaylor@ag.nv.gov

*Attorneys for Defendant
Justin Gordon*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DUSTON MILLER,

Plaintiff,

v.

NEVADA DEPARTMENT OF
CORRECTIONS, *et al.*,

Defendants.

Case No. 2:21-cv-00203-KJD-EJY

**STIPULATION AND ORDER TO
DISMISS WITH PREJUDICE**

IT IS HEREBY STIPULATED by and between Defendant Justin Gordon, by and through counsel, Aaron D. Ford, Attorney General of the State of Nevada, and Lorin M. Taylor, Deputy Attorney General, of the State of Nevada, Office of the Attorney General, and Plaintiff, Duston Miller, *pro se*, under Rule 41(a)(1)(A)(ii), Federal Rules of Civil Procedure, that the above-captioned action shall be dismissed with prejudice, with each party bearing their own attorney's fees and costs.

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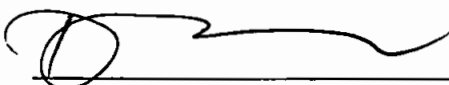
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1 The Parties have resolved this matter in its entirety and agree that the Court may
2 accordingly close the case, with prejudice. Any outstanding deadlines are considered moot.

3 DATED this 3RD day of April, 2022.

DATED this ____ day of April, 2022.

4 AARON D. FORD
5 Attorney General

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7 
8 DUSTON MILLER, #1197568
9 Plaintiff, *Pro Se*

By: _____
LORIN M. TAYLOR (Bar No. 14958)
Attorneys for Defendant

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14 **ORDER**

15 **IT IS SO ORDERED.** This matter is DISMISSED WITH PREJUDICE and the
16 Clerk is directed to close the case.

17 DATED April 11, 2022.

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21 _____
22 UNITED STATES DISTRICT JUDGE
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Settlement Agreement and Full and Final Release of Claims

Duston Miller v. Nevada Department of Corrections, et al., 2:21-cv-00203-KJD-EJY, hereinafter referred to as:

"THE MATTER"

Plaintiff: DUSTON MILLER.	Defendants: CURRENT DEFENDANTS: Justin Gordon; and Jose Hernandez. PREVIOUSLY DISMISSED DEFENDANTS: Nevada Department of Corrections; High Desert State Prison; Brian E. Williams; Jennifer Nash; "Lt. Ontiveros;" "Sgt. V. Thompson;" "Director C. Daniels;" James Dzrenda; "Food Services Manager Wilson;" Calvin Johnson; and "Associate Warden Scally."
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This Settlement Agreement and Full and Final Release of Claims ("Agreement") is made and entered into by, Plaintiff DUSTON MILLER ("Plaintiff") and the State of Nevada *ex rel.* Nevada Department of Corrections, on behalf of Current Defendants Justin Gordon and Jose Hernandez; and Previously Dismissed Defendants Nevada Department of Corrections; High Desert State Prison; Brian E. Williams; Jennifer Nash; "Lt. Ontiveros;" "Sgt. V. Thompson;" "Director C. Daniels;" James Dzrenda; "Food Services Manager Wilson;" Calvin Johnson; and "Associate Warden Scally" (hereinafter referred to as "NDOC"). This Agreement is being entered into by Plaintiff and NDOC because each of them have determined that resolving this Matter by way of settlement is preferable than continuing to litigate this Matter.

Plaintiff and NDOC have agreed to resolve all claims raised in this Matter on the following terms:

1. NDOC and Plaintiff have agreed to the following non-monetary terms:
 - a. Plaintiff will be referred for a classification committee hearing on an expedited basis.

2. NDOC will not forgive Plaintiff's institutional debt.
3. NDOC will pay the Plaintiff the sum of \$75.00 to be deposited into the Plaintiff's NDOC Trust 2 account.
 - a. If the amount in section 3 above is listing as NONE or \$0.00, Plaintiff accepts The Matter is being settled without Plaintiff receiving any money, and Plaintiff affirmatively acknowledges by signing below that the Matter is being settled solely for the non-monetary relief set forth in paragraph 1 and/or any debt relief listed in section 2 of this Agreement.
 - b. If the amount listed in section 3 above is \$500 or less, the payment will come solely from NDOC.
 - c. To the extent the amount of money agreed to be paid by NDOC in section 3 above is in excess of \$500.00, the amount will be paid in two installments, with the first \$500 being paid by NDOC and the remainder being paid by the State of Nevada Tort Fund.
4. In consideration of the Agreement above, the Plaintiff has, contemporaneously with this Agreement, signed a Stipulation to Dismiss, which shall be considered part of this Agreement. Counsel for NDOC shall file the signed Stipulation to Dismiss into the docket in this Matter after NDOC has complied with the terms set forth in Paragraphs 1-3 of this Agreement. This will terminate all claims raised in the Matter.
 - a. NDOC will comply with the terms set forth in paragraph 1-3 of this Agreement within 30 days of this Agreement being signed unless otherwise ordered by the Court.
 - b. Notwithstanding NDOC's obligation to comply within 30 days of this Agreement, Plaintiff understands that there could be unforeseen circumstances that could result in NDOC needing a brief extension of time to comply. Understanding this potential, Plaintiff agrees that if NDOC has not complied with the terms of this Agreement by the time set forth in ¶ 4(a), Plaintiff will wait an additional 30 days before filing a Motion to Enforce this Agreement.

The Signed Stipulation to Dismiss will be filed by NDOC's counsel within seven (7) days of NDOC's compliance of the terms set forth in Paragraph 3.
5. This Agreement represents a mutual release of all claims related to or arising out of this Matter, or any facts pertinent to or underlying this Matter. The Plaintiff and NDOC understand that they are entering into a comprehensive settlement that is meant to represent a complete release of all claims related to the Matter.

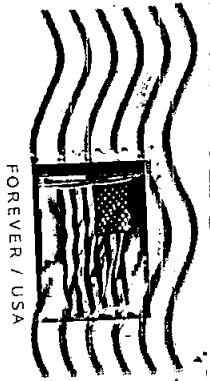
6. The Plaintiff understands that the Dismissal of this Matter applies to: (a) all claims that were or could have been raised; and (b) all Defendants that were or could have been named in the Matter, whether those Defendants are current or former employees of the State of Nevada or NDOC.
7. The Plaintiff understands that by entering this Agreement, neither NDOC nor any of the individually named individuals are not making any admission of liability for the claims raised in the Matter.
8. The Plaintiff understands that he is not entitled to any other payments, including attorney fees & costs, filing fees, copy costs or postage.
9. The Plaintiff and the NDOC understand that the District Court retains jurisdiction over the Matter for purposes of enforcing this Settlement Agreement until the stipulation to dismiss is granted. Upon dismissal of this action, the District Court will no longer have jurisdiction over this case.

Plaintiff:	On behalf of NDOC:
By: <u>DUSTON MILLER</u>	By: _____
Name: <u>DUSTON MILLER</u>	Name: <u>WILLIAM HUTCHINGS</u>
Date: <u>4-3-2022</u>	Title: <u>WARDEN</u>
	Date: _____

DUSTON Miller
#1197568
H.D.S.P. P.O. Box 650
Indian Springs, Nevada
89070

FILED	RECEIVED
ENTERED	SERIAL
COUNSEL/PARTIES OF RECORD	
APR - 8 2022	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY:	DEPUTY

LAS VEGAS NV 890
6 APR 2022 PM 5 L



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XRAYED US MARSHALS

Clerk, U.S. DISTRICT COURT
DISTRICT OF NEVADA
LOYDD, GEORGE W.S. COURTHOUSE
333 LAS VEGAS BLVD. SO. RM 1334
LAS VEGAS, NEVADA 89101

89101-706934

